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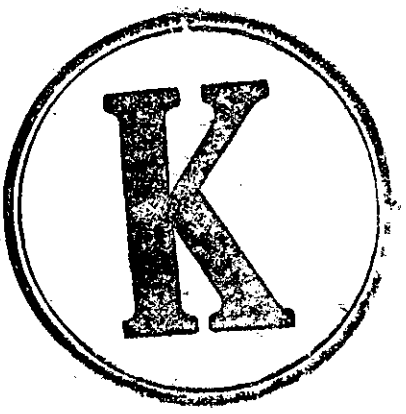

Agn [redacted]
Part IV
Legal Department
E Branch

Miscellaneous Agreements.

53
K

Agn. Misc/51 IV

113 E

THIS MORTGAGE made at the day of one thousand nine hundred and fifty one BETWEEN The District Industrial Co-operative Association Ltd. a Society registered under the Bombay Cooperative Societies Act and having its registered office at Belgaum,(hereinafter referred to as "The Mortgagor" which expression shall unless the context does not so admit include its members and assigns) of the one part, and THE GOVERNOR OF BOMBAY (hereinafter referred to as "The Mortgagee" which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS mutual agreement, the Mortgagee has transferred to the Mortgagor the control of the Government District Sales Depot at Belgaum and also sold to the Mortgagor all the entire stock-in-trade, furniture and other assets of the said Sales Depot for a sum of Rupees —

AND WHEREAS a sum of Rs.35892-8-3 being the balance of the said sum of Rs. is still due and payable by the Mortgagor to the Mortgagee.

AND WHEREAS being unable to repay the said sum of Rs.35892-8-3 in lump sum, the Mortgagor has requested the mortgagee to treat the said sum as a loan repayable in the manner hereinafter specified, which the Mortgagee has agreed to do up the Mortgagor being agreed to secure payment thereof in the manner hereinafter prescribed.

P.T.O

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS:-

1. In consideration of the premises the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will pay to the Mortgagee the said sum of Rupees 35892-8-3 with interest thereon at the rate of 3½ per cent per annum within a period of ten years from this date by ten equal yearly instalments of Rs. each for principal the first of such instalments to be paid on the day of One thousand nine hundred and fifty and the subsequent instalments to be paid on the day of of each subsequent year and that the Mortgagor shall in the meantime and so long as any part of the principal sum of Rupees 35892-8-3 shall remain owing pay interest to the Mortgagee at the rate of 3½ per cent. per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by yearly payments the first of which payments shall be made on the day of 195 and subsequent yearly payments shall be made on the day of of each subsequent year until the whole sum of Rupees 35892-8-3 is paid of PROVIDED ALWAYS that if any such interest shall remain unpaid for one month after the date on which the same ought to be paid then and in every such case the interest so in arrears shall at the expiry of such month be capitalised and be added to the principal sum hereby secured and for the time being owing hereunder and shall thenceforth bear interest payable at the rate and on the days aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply to interest on such arrears PROVIDED FURTHER that the last preceding proviso shall not permit the Mortgagor to allow any interest to fall into arrears.

2. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby assign transfer and assure unto the Mortgagee

P.T.O

the property and assets, of the Sale Depot of the Mortgagor at Belgaum present and future, the present assets are more particularly set out in the Schedule hereunder written and which undertaking property and assets are hereinafter for the sake of brevity called "the Mortgaged properties" and all the estate, right, interest claim and demand of the Mortgagor into and upon the Mortgaged properties TO HAVE AND TO HOLD the same unto the Mortgagee absolutely subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagor to deal with the same in the ordinary course of business but not otherwise, to the extent that these presents shall be a specific charge on the said present assets of the Sales Depot and shall be a floating charge on the undertaking, book-debts and other future property and assets of the said depot of the mortgagor so that the mortgagor shall not be at liberty to create any debenture mortgage or charge in priority to these presents without the consent of the Mortgagee

3. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagor shall duly comply with the terms on which the said loan has been granted and shall duty pay the amount of the said loan of Rs. 35892-8-3 together with interest thereon and shall pay all costs, charges and expenses of the Mortgagee of an incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagor reassign and retransfer the mortgaged properties unto the Mortgagor or as it may direct.

4. The said principal sum of Rs.35892-8-3 or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events:-

(a) If the Mortgagor shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid.

(b)...

[redacted] Mortgagor shall make default in payment of any instalment of interest on the respective due dates as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagor shall commit breach of any one of the covenants or provisions herein contained and on its part to be observed and performed.

(e) If the Mortgagor shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagor Society is wound up.

5. As soon as the principal moneys or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagor or any other person whatsoever claiming under the Mortgagor.

6. If default shall be made in repayment of the Mortgage money or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary

any...

any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act,1882, shall apply to this security.

7. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal or interest or any other sum due an payable by the Mortgagor under the presents shall be in arrear the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof; Provided Always that this clause shall not affect other rights, powers and remedies of the Mortgagee.

8. The Mortgagor doth hereby covenant with the Mortgagee as follows :-

(a) That the Mortgagor has now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim liens and incumbrances and that the Mortgagor and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof of the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the said mortgaged

properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required.

(b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the Mortgagor;

(c) that the Mortgagor will so long as any of the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of the Mortgagor in a proper and efficient manner and for that purpose;

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;

(ii) will duly and punctually pay perform and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the Mortgagor in respect of the said mortgaged properties or otherwise howsoever;

(d) that the Mortgagor will permit the Mortgagee or any person or persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or the mortgaged properties or any part thereof as he or they shall require;

In witness whereof, the Chairman of the District Industrial Cooperative Association has pursuant to resolution of the Managing Committee of the Association dated

set his hand and seal for the Associatmion hereto the day and year first above written.

The Schedule above Referred to:

Particulars of assets.

Signed and delivered by the)
Chairman of the Association for)
and on behalf of the Associa-)
tion.
in the presence of
1.
2.

Dated the day of 19

GOVERNOR OF BOMBAY

TO

DRAFT
OF
MORTGAGE DEED.

Solicitor to Government,
Legal Department,
Secretariat.

Office copy.

P.W.D

AGREEMENT made this day of

One thousand nine hundred and fifty BETWEEN HIS HIGHNESS THE RAJAPRAMUKH OF MYSORE acting in the exercise of the executive authority of the State of Mysore (hereinafter called the Supplier which expression shall, where the context so admits, include his successors in office and assigns) of the one part AND HIS EXCELLENCY THE GOVERNOR OF BOMBAY in the exercise of the executive authority of the State of Bombay (hereinafter called the Consumer which expression shall, where the context so admits, include his successors in office and assigns) of the other part.

WHEREAS the Consumer has requested the Supplier to furnish to him a supply of electrical energy up to 1,500 K.W. (One thousand five hundred kilowatts) in bulk at the point hereinafter mentioned for the purpose of distribution by the Consumer in the Dharwar District of the State of Bombay and for any other purpose for which the Consumer may require such energy;

AND WHEREAS the Supplier has agreed to supply such energy from his Jog Hydro Electric System to the Consumer, upon the terms and conditions hereinafter set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed in manner following, that is to say:-

1(i) ..

1(i) The Supplier xx agrees to supply to the Consumer electrical energy up to 1,500 K.W. in bulk at the point hereinafter mentioned on 3-phase 50 cycles alternating current system at a normal pressure of 66,000 volts. Such supply shall be made available by the Supplier from his Jog Hydro-Electric system as expeditiously as possible but not later than ~~thirty-six months from the date of this agreement.~~ the 1st day of July 1958

(ii) The Supplier shall give notice to the Consumer as soon as the Supplier is ready to give supply under this agreement and the Consumer shall give notice to the Supplier as soon as the Consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced at the end of thirty-six months from the date of this agreement owing to the Supplier being unprepared to give supply or the Consumer being unprepared to receive such supply the party who is unprepared shall pay to the other of them a penalty at the rate of Rs.10,000/- (Rupees Ten thousand) a month commencing from until the date of the actual commencement of supply under this agreement.

(iii) In the event of the Consumer requiring, at any time, a supply of more than 1,500 K.W. such additional supply as the Supplier may agree to make may be made by the Supplier to the Consumer on terms and conditions to be mutually agreed upon.

2....

2. The point of supply shall be at a place near Harihar in Mysore Territory on the Mysore-Dharwar District border to be mutually agreed upon between the Chief Engineer, Bombay Electric Grid, and the Chief Electrical Engineer to the Government of Mysore. The requisite transmission lines to the point of supply shall be constructed by the Supplier who shall also at his own expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3(i) The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the continuity of such supply with as little variation of voltage and frequency as is reasonably practicable but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to any wires or works or apparatus of the Supplier due to war, mutiny riot or strike, or by reason of earthquake, hurricane, or tempest, ~~figx~~ fire, explosion act of God, or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and shall use every practicable means to make the period of interruption as short as possible.

(ii) ...

(ii) If, at any time, the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, interruptions, lawful command of a Civil of Military authority, fire, explosion, act of God or any other cause reasonably beyond the control of the Consumer, the minimum charge under this agreement shall be reduced in proportion to the ability of the Consumer to take supply, without prejudice to the right of the Supplier to receive the payment referred to under Clause 16(a) hereunder.]

4. For the purpose of registering the electrical energy taken and the demand in Kilowatts made by the Consumer under this agreement there shall be provided by the Supplier one suitable 66,000 volts metering equipment at the point of supply which shall be the property of and be kept in repair and calibrated by the Supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the Supplier which shall be paid by the Consumer to the Supplier.

5. The Consumer may at his own expense instal check meters at the metering point of the Supplier.

6. The meters belonging to the Supplier shall be kept properly sealed by the Supplier and the meter belonging to the Consumer shall be kept properly sealed by the Consumer. The Meters shall not

be ....

be interfered with or opened by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representatives of the Supplier at or as near noon as practicable on the last day of each Calendar month and the readings so taken shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the readings. If there is no check meter the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force.

8 (i) Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier in the presence of a representative of the Consumer.

(ii) Adjustment in bills will be made for error at average load and power factor of the Consumer, when the meter is found to be incorrect during the ...

the annual periodical tests, for a preceding period of three months, unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules,1937, or any statutory modification thereof for the time being in force.

9. Either party to this agreement may at any time and after written notice to the other party have a special test carried out of any or all the meters belonging to theSupplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if, as a result of such test, the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months any amount, equivalent to the error. The expenses of such test shall be borneby the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such

special ...

special test, the party at whose instanc the test was conducted shall bear the costs of such tests.

10. The rate to be charged by the Supplier and payable by the Consumer for the power supply at the point of supply under this agreement shall be in accordance with the high tension tariff set out below:-

Class and total monthly consumption in K.W.H.				Rate per K.W.H. Anna.	Rate per K.W. of maximum demand per month.
I. Upto 1,00,000.				0.450	Less than 1,000 K.W. Rs.3/-
II. Exceeding	1,00,000	up to	1,50,000	0.425	
III. "	1,50,000	"	2,00,000	0.400	
IV. "	2,00,000	"	3,00,000	0.375	Plus 1,000 K.W
V. "	3,00,000	"	5,00,000	0.350	and over
VI. "	5,00,000	"	10,00,000	0.325	Rs.2-12-0.
VII. "	10,00,000			0.300	

The above tariff is subject to a maximum over all unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in Clause 12, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to the maximum overall unit charge of 0.75 anna per unit without prejudice to the Supplier's right to receive the minimum monthly payment defined in Clause 16(a) hereunder.

10~~(d)~~(e). Should the supplier decide at a future date to levy a general surcharge or tax on high tension bulk supplies of electricity given by him

in ....

in the Mysore territory, such general surcharge or tax shall be applicable to the tariffs specified in Clause 10, at the same rate and for the same duration and shall be payable by the Consumer.

11. For the purpose of this agreement the maximum demand of supply to the Consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12 (a). Maximum demand charges for any month and at the point of supply shall be based on maximum kilowatt demand as determined in accordance with Clause 11 for the ~~previous~~ Calendar Months, commencing from January of each year and ending with the month in question. For the first Calendar Year of service the demand charge for any month shall be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation shall correspond to the maximum demand for that month:

(b) The demand payment shall be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment.

13. The Power factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8, it is liable to a penalty of ....

of 8 annas (eight annas) per K.W. of monthly demand, while, if the power factor drops below 0.7, it must be brought up by ~~approx~~ months approved by the Engineers of the Supplier, failing which the service may be discontinued by the Supplier. But the Consumer shall be liable to pay to the Supplier all the sums of money due to the Supplier and payable to him under this agreement. For purposes of this clause, the power factor shall be that determined during the half hour of maximum demands on any working day in the month.

13-A

~~13(a)~~. The Supplier reserves to discontinue supply of power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier be extended on due notice to six hours once every six months. No reduction of the monthly or other charges shall be claimed by the Consumer on this account.

14. The Supplier and the Consumer agree that no tax other than referred to in Clause 10(a) supra shall be levied by either of them on the other in respect of the supply or payment under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The Supplier shall, within fifteen days after the expiration of each Calendar Month, deliver to the Consumer an account stating the number of units supplied to the Consumer by the Supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges, if any, payable by the Consumer to the Supplier and the Consumer shall pay the same within thirty days from the delivery of such account." Provided that the Supplier shall be at liberty to charge interest at the rate of 7 per cent (Seven Per Cent) per annum on the amounts of such bills as are not paid within the above said period of thirty days, in addition to, and without prejudice to, the other rights of the Supplier herein contained

16. If any payment herein provided for or any part thereof shall remain unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the Consumer shall not perform and observe the conditions herein contained and on the part of the Consumer to be observed and performed, then, and in such cases, and in addition to any other right or power possessed by the Supplier, the Supplier shall without prejudice to and in addition to his other remedies and rights against the Consumer be at liberty, at any time thereafter, notwithstanding that the

Supplier ....

Supplier may not have taken advantage of any previous breach or default or event of a like nature, at his choice, to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the Consumer of his liability to pay the minimum charge of the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power to which the Supplier is entitled under this agreement.

16(A) In consideration of the Supplier constructing the 66,000 volt transmissio line from a suitable point to the point of supply and installation of equipment at the place from where the 66,000 volt transmission line will be taken to effec the said supply the Consumer guarantees to the Supplier that the annual revenues arising from the bills for the sale of power to the Consumer shall not be less than ten per cent of the capital cost incurred by the Supplier for this purpose. The actual capital investment aforesaid is expected to be Rs.15.25 lakhs. It is however agreed that the guarantee mentioned above shall be spread over a period of five years in the initial stage and thereafter from year to year i.e. if the revenue realised for the first five years of service from the date of service is less than fifty per cent of the total capital investment by the Supplier, the Consumer shall pay along with 60th monthly bill.

bill for the energy consumed a
ence between fifty per cent of the
capital cost and the actual revenue
ed for the five year period. The
ue to be paid during the subsequent
r i.e. for the sixth year and during
subsequent year shall be subject to
minimum of ten per cent of the total
pital cost.

17. This agreement shall subject as hereinbefore provided be and remain in force for a period of ten years from the date of commencement of supply of electrical energy under this agreement and shall be renewable at the option of either party on terms and conditions to be mutually agreed upon between them.

18. Any dispute or difference arising between the Supplier and the Consumer or their respective electrical Engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the Supplier or the Consumer to determine the same or any other question, matter or thing arising hereunder shall be referred to a single Arbitrator to mutually agreed upon by both the rties and the Arbitrator's decision reon shall be final and binding on parties.

IN WITNESS WHEREOF .....
..... Secretary
Government of Mysore, Electrical
t, acting for and on behalf of
order and direction of His
Highness ...

monthly bill for the energy consumed a difference between fifty per cent of the total capital cost and the actual revenue realised for the five year period. The revenue to be paid during the subsequent year i.e. for the sixth year and during each subsequent year shall be subject to a minimum of ten per cent of the total capital cost.

17. This agreement shall subject as hereinbefore provided be and remain in force for a period of ten years from the date of commencement of supply of electrical energy under this agreement and shall be renewable at the option of either party on terms and conditions to be mutually agreed upon between them.

18. Any dispute or difference arising between the Supplier and the Consumer or their respective electrical Engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the Supplier or the Consumer to determine the same or any other question, matter or thing arising hereunder shall be referred to a single Arbitrator to be mutually agreed upon by both the parties and the Arbitrator's decision thereon shall be final and binding on both parties.

IN WITNESS WHEREOF .. . .
. . . . . Secretary to the Government of Mysore, Electrical Department, acting for and on behalf of and by the order and direction of His

Highness ...

Highness the Rajpramukh of Mysore and

. . . . . .

. . . . . Chief Engineer, Bombay Electric Grid, acting for and on behalf of and by the order and direction of His Excellency the Governor of Bombay have hereunto set their hands.

Signed by the above-named in the presence of

1.

2.

of Mysore, Electrical Department.

Signed by the above-named in the presence of

1.

2.

Chief Engineer, Bombay Electric Grid.

GJP.
16/7/51

Legal Department.

The draft Agreement as amended is in order.

The Public Works Department is requested to return the draft Agreement forwarded by the Mysore Government to that Government after showing the alterations therein in red ink and explaining the reasons for the purposed alterations in the forwarding letter.

BN 21/8

Solicitor to Government.

U.R.to P.W.D.,No. 13406 , dated the 22nd August 1951.

MRP.
21/8.

- I called after noon
- in April 1957

RLP
25/8/15

A.G.N. Misc 57 -
24/8/15 -

Lift Irrigation -
Model form for long term agreements in connection with the -

Government of Bombay.
Public Works Department.
Resolution No. 7927/36.
Bombay Castle (Bombay No.1),
13th August 1951.

Read letter No.1715, dated the 20th February 1951, from the Superintending Engineer, Deccan Irrigation Circle.

RESOLUTION:- Government is pleased to direct that the accompanying form of agreement should be used for long term agreement for lift irrigation.

2. The agreement is chargeable with a stamp duty of Rs.1-8-0 under article 5(c) of the Schedule I to the Indian Stamp Act.

3. The Superintending Engineer, Deccan Irrigation Circle is requested to use the agreement form in the case of agreement with Messrs. the Somaiya Farms Limited and Kathod and Sons with the necessary modifications. Only such area should be incorporated in the agreement as will be finally agreed to by the Companies concerned. A copy of agreement executed should be furnished to Government for record.

L D.
22 AUG 1951

By order of the Governor of Bombay,

V. W. Gothoskar,
Under Secretary to Government.

To
The Agriculture and Forests Department.
The Legal Department.
The Superintending Engineer, Deccan Irrigation Circle.
All other Superintending Engineers of Circles.
The Executive Engineers of Divisions under all Superintending Engineers of Circles.
The Joint Director of Agriculture (Engineering).

No. of 1951.

Copy forwarded for information and guidance to -

Orders is used after consultation with Legal Department. Notes remain with this Department and can bee seen when required.

Accompaniment to Government Resolution, Public Works Department, No.7927/36, dated the 13th August 1951.

Form of Long term agreement with the Sugar Companies for Lift Irrigation.

Draft agreement for Lift Irrigation on
Canal flow
River pazar
Nalla
Drain

This agreement made the
day of of one thousand, nine hundred and fifty
between the Governor of Bombay (hereinafter called 'The Government) which expression shall unless excluded by or repugnant to the context include his successors in office and assigns of the one part and Shri
carrying on business under the firm name and style of
(hereinafter referred to as 'the Applicant' which expression shall unless excluded by or repugnant to the context include his heirs, executors and administrators and assigns) of the other part.

Whereas the Applicant has applied to Government for permission to draw....

draw water from the Lakh Canal

Pravara River

Nalla
Matapur Drain

by means of pumping plant for irrigating 400

150

75

acres of sugar cane on Lakh Canal

Pravara River

Nalla

Matapur Drain

comprising the S. Nos. of the village described in the schedule annexed hereto (hereinafter referred to as 'the said lands'), And whereas the Government has agreed to grant such permission to the Applicant for the said purposes on the terms and conditions hereinafter set forth.

Now this agreement witnessth that the Government hereby agrees to grant to the Applicant the said permission and the applicant hereby agrees to draw and use the water from the said Canal
---
River

Nalla

Drain

for the aforesaid purposes on the following terms and conditions namely:

(1) Government agrees to permit the ~~Applicantxx~~ to pump water from the Lakh Canal
---
Pravara River

Nalla

Matapur Drain

for a period ending from the date of execution of this agreement sufficient for irrigating annually a maximum of

of sugarcane provided that the water pumped from the Canal

River

Nalla

Drain

shall not be used for purposes other than agriculture except with the permission of Government.

(ii) Arrangement at the intake of the pumping plant shall be subject at all times to the prior approval of the Executive Engineer, Division.

(iii).....

(iii) Except otherwise expressly provided therein the provisions of the Bombay Irrigation (Amendment) Act 1950 (hereinafter called the said act') and the Bombay Canal Rules from time to time, being in force (hereinafter called the said rules') and the orders issued thereunder from time to time shall be observed for the supply of water thus taken.

(iv) The Applicant shall have no claims against Government for compensation for loss of crops abatement of water rates etc. should the supply of water fail due either to diminution of river discharge or other causes or to a breakdown of machinery or any reason whatsoever and in such case no water from shall be supplied to the said area

(v) The area under irrigation by lift shall be completely segregated from the surrounding area under Government canal flow irrigation and shall not be allowed to be mixed up with canal flow irrigation at any time and on any account and there shall be an inspection road of sufficient width or any other suitable arrangement for segregation approved by the Executive Engineer Division between the areas under the Lift Irrigation and canal flow irrigation.

(vi) The pumping of water shall be restricted, if it is found that such lifting of water seriously affected the supply of water to the village lower down the Canal
---
River

Nalla

Drain

or is prejudicial to any other interests, which Government shall be binding on the Applicant. In the event of such restriction the resultant short supply shall not be supplemented from the other Government canal at any time.

(vii) The Canal

River

Nalla

Drain

water shall not be polluted in any circumstances.

(viii) The area within which the supply of water is to be taken shall be marked on a plan which shall be signed by the Applicant.

2. (1) Unless otherwise expressly permitted in writing by the Superintending Engineer, not more than two fifths of the total area of the said lands shall be under sugarcane cultivation at one time (excluding overlap allowed for the period).

Explanation:
The period during which the standing crop and the new crop of sugarcane are permitted simultaneously in any land under the said rules or orders thereunder shall for the purpose of this agreement be deemed to a period of overlap.

(2) Failure to comply with the provisions of subclause(1) of this clause shall be deemed to constitute an unauthorised use of water within the meaning of the said Act or the rules thereunder.

3. Ordinarily rules concerning soil suitability, soil classification and subsoil conditions will not be insisted upon in the case of the plantation of the sugarcane crop by the Applicant in the said lands. In special cases, however, the Government shall be entitled to enforce the said rules after due intimation to the Applicant and the decision of the Superintending Engineer, in such cases shall be final and binding on the Applicant.

4. The Applicant shall be allowed any system of lands and irrigation units that may be convenient to him so as to suit the configuration of the said.....

said lands provided that :

(a) The outermpst bund round any plot of land under sugarcane cultivation shall be strong enough to prevent waste.

(b) The Applicant shall agree to pay the cost of redemarcation of his leased lands on the expiry of the lease thereof so as to accord with the Revenue Records.

(c) The Applicant shall prepare a plan of such of the said lands as are in his possession and divide them into suitable plots giving them suitable names and marks so as to allow the location of each crop with reference to the boundaries of the existing survey number and boundaries of the plot which should be marked permanently in the field.

(d) The Applicant shall keep the preparation of such plansin progress for such lands which have been taken in possession by the Applicant and those should be sent to the Executive Engineer _____ from time to time xx charges will be allowed to be made in the plots after giving sufficient previous intimation to the ExecutiveEngineer and supported by plans to indicate charges made.

5. When cane is permitted, the Applicant will be allowed only one x ratoon after the plant cane is removed.

6. (1) Subject to the provisions of the clause during the period for which the supply by lift is to be taken, the water rate chargeable to the Applicant for the supply of water thus lifted for sugarcane shall be on the following basis :

(i) On Lakh Canal the same rate as for cane in block on Pravara Canals as may be fixed by Government from time to time. For the year 1951-52 the rate is Rs.80/- per acre per year.

(ii) On the Pravara River and Matapur Drain:

Half xx the flow rates for cane outside blocks on the Pravara Canals for Lift up to 50 feet and half the flow rates minus Rs.15/- for average Lifts over 50 feet. The rate for cane outside block for 51-52 is Rs.107 and from 52-53 onwards Rs.120/- per acre. The expression "average Lift" shall mean the difference between the water level at Suction pipe prior to pumping and the bed of the field Channel at the delivery pipe, recorded in the third week of February in every year. The decision of the Executive Engineer as to the exact lift shall be final and binding on the applicant.

Government reserves the right to revise the rates for lift as may be deemed necessary.

7. Notwithstanding anything contained in clause 6 above the Applicant shall not be entitled to the benifits of exceptional and temporary concessions granted to the ordinary cultivators on the Deccan Canals.

8. The Applicant shall be liable to pay for at least 75% of the agreed supply by lift whether the said supply is utilised or not or on actual irrigated area of cane if the above limit is exceeded.

9. The Applicant shall pay on the amount of water rates payable under clauses 6 and 8 a local fund cess at the rate prevailing in the District.

10. (i)The Applicant shall submit consolidated applications for the permission of water for the said lands in the forms prescribed by Government xxx from time to time specifying therein the survey Nos. or applicants plot Nos. which the dates from which water will be taken provided that such an application shall be submitted at least 15 days prior to the date on which the lands referred to are intended to be irrigated by lift.

(ii) The Applicant shall not later than the 14th day of each calendar month report the area of standing cane and the cane to be planted and removed during each irrigation month (i.e. from the 15th of one calender month to the 14th of the next calender month).

(iii) If crops are irrigated without previous intimation by the Applicant as hereinabove provided such irrigation shall be deemed to constitute an unauthorised....

Order of conditional release.

In exercise of the power conferred by section 401 of the Code of Criminal Procedure, 1898, and all otherx powers vested in it in that behalf, the Government of Bombay hereby remits, subject to the conditions hereinafterset forth, such portion of the sentence of 2 years' rigorous imprisonment to which the sentence of transportation for life passed upon

caste residence a convict in the Prison, number by the Court of the on the day of 19 , under section of the I.P.C. has been commuted by the Government of Bombay in its Resolution No. Dated the . 19 , as remains unexpired on the day of 19 , and subject to the acceptance of the said conditions by the said convict, and directs her release on the said day of 19

The conditions which shall apply to the convict during the period of her sentence hereby conditionally remitted are the following:-

Conditions.

(1) The convict shall reside in the until the expiry of the remitted sentence.

(2) She shall not leave the Home under any pretext whatever without first obtaining a pass from the Superintendent or officer in charge of the Home, and she shall comply with all the conditions of the pass.

(3) She shall obey all rules and orders that may be framed from time to time in force in the Home for the maintenance of discipline and order, or for the welfare of the inmates.

(4) If it appears to the Government of Bombay that the convict's presence at the Home is or is likely to be harmful to the good management of the Home, the conditions of the remission of sentence shall be deemed not to have been fulfilled, and the convict shall be liable to undergo the unexpired portion of her remitted sentence.

(5).....

(5) If the convict during her stay at the Home under conditional release, commits any offence and is sentenced to imprisonment or fine therefor she shall be liable to be sent back to Jail to complete her remitted sentence, and the conditions of the remission of sentence shall be deemed not to have been fulfilled and the convict shall be liable to undergo the unexpired portion of her remitted sentence.

(6) The convict will be liable, during her stay at the Home to be removed to a suitable medical institution for purposes of observation or treatment without prejudice to the pendency of the order of conditional release.

Assistant Secretary to the Government of Bombay, Home Department.

Home Department,
Bombay Castle, 195

I, hereby accept the conditions specified in the above order of conditional release as the conditions subject to which I am to be granted a remission of sentence.

(Signed)_____

Signature or mark of the convict.

Certified that the conditions specified in the above order of conditional release have been read over to the prisoner named in the said order and that she has accepted them as the conditions under which she is to be released before the expiry of the term of her sentence remitted under section 401, Code of Criminal Procedure.

(Signed) _____

Superintendent,

Place,

Dated 195

-13

Convict (Female).
Commutation of sentence of transportation for life for infanticide.

GOVERNMENT OF BOMBAY.
Home Department.
Resolution No.
Bombay Castle, 1951.

Letter from the

(Pl. type).

Letter from the

(Pl. type).

Letter from the

(Pl. type).

RESOLUTION:- In exercise of the powers conferred by section 402 of the Code of Criminal Procedure, 1898, the Government of Bombay is pleased to commute the sentence of transportation for life passed upon

to one of rigorous imprisonment.

2. The Government of Bombay is further pleased to remit under section 401 of the Code of Criminal Procedure, 1898, the unexpired portion of the commuted sentence of on the conditions specified in the accompanying order of release.

3. The convict should be transferred to the

to pass there a period equal to the remitted portion of her sentence.

4. The order of conditional release should be forwarded to the Superintendent of the Prison, who after taking an agreement from the convict accepting the conditions specified in the order, should fill in the actual date of her release, sign the certificate appended to it, and forward the order with the convict to the Officer in charge,

The latter officer should be requested to sign the second certificate and to return the agreement to Government through the I.G. of Prisons, State of Bombay.

By order of the Governor of Bombay,

for Assistant Secretary to the Government of Bombay,
Home Department.

To.....

To

The Registrar, High Court, Appellate Side, Bombay (by letter),
The Inspector General of Prisons, ~~Maharashtra~~ State of Bombay,
~~The Commissioner,~~
The District Magistrate,
The District Superintendent of Police,
The Sessions Judge, (with the records and proceedings),
The Superintendent, Prison, (with the order of release)

The Accountant General, Bombay,
The Finance Department.

175

Legal Department.

The conditions are in order.

RDN 20/8
Solicitor to Government.

U.R.to H.D.,No. 13424 , dated the 22nd August 1951.

MRP.
20/8.

RLP
23/8/51

Alg. N. Misc. | 57

24/8/57

K

This Indenture made at the day of one thousand nine hundred and fifty one between the Municipality of Hubli constituted under the Bombay District Municipal Act 1901 (III of 1901) (hereinafter referred to as "the Municipality") of the one part and the Governor of Bombay (hereinafter referred to as "the Government") of the other part.

Whereas by an Indenture dated the twenty seventh day of March ~~and~~ one thousand nine hundred and twenty eight and made between the Municipality of the one part and the Secretary of State for India in Council of the other part (hereinafter referred to as "the said Indenture") the Municipality, in consideration of the building grant of rupees five thousand four hundred and seventy six (Rs. 5,476/-) paid to it for the building of a school house at Hubli to be known as "The Municipal Urdu Girls' School No. 1", at Hubli in the Dharwar. District, did grant, convey and assign unto the Secretary of State for India in Council all that piece or parcel of land described in the Schedule to the said Indenture and also in the Schedule hereto, together with all and singular the building and erections there being or which may thereafter be thereon expressly including the school building erected thereon and all rights easements and appertenances whatsoever usually held or occupied therewith or reputed to belong or be appertenent thereto and also all fittings and fixtures being in and belonging to or used or to be used for the said school (hereinafter referred to as "the said premisses") and all the estate, right, title, interest, claim and demand of the municipality in and upon the said premises to hold the said piece of land, chattels and effects and all other premises expressed to be thereby assured unto and to the use of the Secretary of State for India in Council according to the nature and tenure thereof respectively and the Secretary of State for India in Council did hold the said premises upon the trusts and to and for the intents and purposes mentioned in the said Indenture.

And whereas by virtue of the Government of India Act 1935 and the Constitution of India the executive authority formerly

exercisable by the Secretary of State for India in Council in respect of the said Indenture became with effect from the 1st day of April 1937, vested in and is now exercisable by the Government.

And whereas the Municipality having repaid the said building grant-in-aid of Rupees ~~six~~ five thousand four hundred and seventy six (Rs. 5,476/-), has requested the Government to reconvey the said piece of land and premises to the Municipality, and has also agreed to release and discharge the Government from the trusts and obligations contained in the said Deed of Trust.

Now this Indenture Witnesseth that in consideration of the premises and of the sum of Rupees five thousand four hundred and seventy six (Rs. 5,476) repaid by the Municipality to the Government on or before the execution of these presents and the receipt of which sum the Government doth hereby acknowledge, the Government doth hereby grant convey and assign unto the Municipality all the piece and parcel of land more particularly described in the Schedule hereto TOGETHER with all and singular the buildings or erections now being thereon and all rights easements and appurtenances whatsoever usually held or occupied therewith or reputed to belong or be appurtenant thereto and also all fittings and fixtures being in and belonging to or used or to be used foror in connection with the said buildings AND ALL the eastate right title interest claim and demand of the Government in to the upon the said premises expressed to be hereby assured unto the Municipality for ever according to the nature and tenure thereof freed and discharged from all the terms and conditions of and imposed by the said Indenture of the 27th March 1928 and the Government doth covenant that he has done nothing in relation to the said premises whereby the same have been encumbered in any way or whereby the Government is prevented from so conveying the same to the municipality in the manner hereinabove and in consideration of the premises the municipality doth hereby forever release and discharge the Government from all obligations

and trusts undertaken by the Government ~~for~~ under or by virtue of the said Deed of Trust.

In witness whereof Shri
President, and and
two other councillors~~of~~ of the Municipality have set their hands and the common seal of the Municipality hath been affixed hereunto and the Director of Public Instruction hath for and on behalf of the Governor of Bombay set his hand and the seal of his office hereto the day and year first above written.

The Schedule above referred to.

Description and boundaries of property :-

The piece or parcel of land measures in superficial area 5184 square feet be the same a little more or less situated~~t~~ in the town of Hubli and bearing R.C.S. No. 1335 of (Ward No. 1) in the taluka of Hubli in the District of Dharwar and in the Registration Sub-District of Hubli in the said district measures from North to South on the eastern side 153 feet and on the Western side 156 feet and from East to West on the Northern side 32 feet and on the Southern side 23 feet be the same a little more or less and is bounded as follows:-

On the North by Public Road.

On the South by land R.S.No. 115 of Madinayake Arlikatti and R. C. S. No. 1837.

On the East by Municipal site R.C.S. No. 1830 and private R.C.S. Nos. 1833-34 and 35 and Municipal R.C.S. No. 1837.

On the West by Public Road.

and is for greater clearness delineated on the plan hereto annexed and signed by the executing parties aforesaid.

Signed and Delivered by Shri)
President)
and Shri)
and Shri)
two councillors of the Munici-)
pality of Hubli and sealed with)
the common seal of the Munici-)
pality in the presence of)

Seal of Municipality

1.

2.

Signed, Sealed and delivered)
by Shri)
Director of Public Instruc-)
tion in the presence of)

1.

2.

No. L.A.C.S.(S-245)

Office of the Joint Registrar for
Industrial Cooperatives & Village Industries,

Poona 3, dated 3rd Aug. ~~July~~ 1951.

To

The Solicitor to Government,
Bombay.

Subject:- Bijapur District Industrial Cooperative Assqciation, Ltd., Bijapur.
Grant of loan to -

Sir,

Please refer to the enclosed copy of the Government Resolution, Development Department No;CIS 2650, dated 13th February 1951, wherein Government has sanctioned a loan of Rs. 50,000/- to the Bijapur District Industrial Cooperative Association, Ltd., Bagalkot for introducing improved implements among handloom weavers in the district on the terms and conditions mentioned therein.

2. It is necessary that the Association should execute an agreement with Government in respect of the above loan that may be granted to it embodying the conditions mentioned in the Government Resolution.

3. - I should, therefore, request you to draw up the necessary draft agreement incorporating the conditions laid down by Government, to be executed by the above Association with Government in respect of the loan of Rs. 50,000/- sanctioned to it and send a copy of the same to this office for further action.

4. As the loans will be secured on the general assets of the Association, a copy of the balance sheet of the Association as on 30th April 1951 is enclosed herewith for your information.

5. The draft agreement that would be drawn up by you may please be sent to this office at a very early date.

Yours faithfully,

for Joint Registrar
for Industrial Cooperatives and
Village Industries, B.S., Poona.

[illegible] signed by the Joint Registrar.

Encl:

~~PRT/26.~~

2471.
6/8/57

THE BIJAPUR DISTRICT INDUSTRIAL

B A G

BALANCE SHEET AS ON 30

Capital & Liabilities.		
Share Capital.		15,142- 0-0
Share Suspence.		194-12-0
Share Deposits.		364- 0-0
Funds.		
Reserve Fund.	36,536- 6-0	
Spl. Reserve Fund.	56,000-10-9	
Building Fund.	10,500- 0-0	
Bad Debt Fund.	2,898-11-0	
Co-op. Education Fund	457-6-11.	
Staff Bonus Fund.	1,600- 0-0	1,07,893- 2-8
Grants & Donations:-		
Government Grant.		4,500- 0-0
Famine Donation.		300- 0-0
Deposits Etc.		
Loom Deposit.		4,862- 0-0
Sundry Creditors..		6,239-12-9
Sales Depot. .		42,045-14-3
Over Cash Account.		66- 1-6
Entrance Fee.		9- 0-0
Share Transfer Fee.		1- 0-0
Other Payables.		
Dividend Payable.		2,507- 9-2.
Members' Bonus payable.		3,687- 0-6.
Surcharge Payable.		11,696-12-9
Quota Holders' Margin Payable.		14,749- 7-3
Railway Charges Payable.		2,603-14-0
Sundry Liability Payable.		5,919- 9-0
Suspence Payable.		10,359-13-6
Cash credit Loan.		7,64,803- 2-1
Provisions.		
Provision for stock Shortage.		838- 9-9
Provision for short Recovery.		754- 8-6
Provision for interest Payable.		10,500- 0-0
NET PROFIT FOR 10 MONTHS :-		15,514-13-7
		10,25,552-15-3.

The Bijapur Dist. Industrial
Co-operative Association Ltd.,
BAGALKOT.

Sd/- x x x .

Asst. Manager.

Copy/ssk/27.7.

RATIVE ASSOCIATION, LIMITED, KAMATGI.

L K O T

IL, 1951.

Property & Assets.

Cash on Hand.		27,022- 3-7.
Loss in Cash Balance.		100- 0-0
Cash in Banks.		
B.D.C.C. Current.	2,656- 3-3	
B.P.C.B. Current.	17,563-13-2	
Dist. Indl.Co-op. Bank.	538- 4-6	
Maharastra Apex Bank.	284-14-0	
D.C.C. Bank Jamkhandi.	91,837- 8-6	1,12,880-11-5.
Investments.		
Share of B.P.C.Bank Bombay.	60- 0-0	
Share of P.I.C.A. Bombay.	500- 0-0	
Share of D.C.C. Bank.	750- 0-0	6,310- 0-0.
Share of Ind. Co-op. Bank.	5,000- 0-0	
Stock in Trade.		5,41,220-12-4.
Deposits.		
Deposit with the D.M.		5,000- 0-0.
Deposit with the Electric Co.		10- 0-0.
Dead Stock Etc.		
Dead Stock Materials.		5,699-14-6.
Machinery.		5,202- 0-0.
Building Materials.		123-12-0.
Cost of Site at Kamatgi.		3,000- 0-0.
Library Account.		77-15-6.
Other Assets:-		
Special Officer Relief Scheme.		22,924-12-3.
Fair Price Shop		849-12-2.
Advances.		2,64,392- 5-6.
Sundry Debtors.		15,078-11-1.
Consignees.		5,371-14-0.
Guledgud Yarn Department.		319- 5-4.
Short Recovery Dues.		160- 1-9.
Loans Due.		250- 0-0.
Octroi Recoverable from D.M.		2,945-12-3.
Recoverable from N.P. Parvatikar.		106-12-3.
Collector's P.L.A.		5,754-15-6.
Dyeing Charges recoverable.		370- 6-0.
Previous Loss.		390-12-10.
		10,25,552-15-3.

Urgent.

Loan.
Grant of - to the Bijapur District Industrial Co-operative Association Limited, Bagalkot for introducing improved implements among handloom weavers.

Government of Bombay,
Development Department,
Resolution No. C I S 2650,
Bombay 1, 13th February 1951.

Read Government letter, No. 606/7243-B, dated the 1st June 1950.
Letter from the Joint Registrar for Industrial Co-operatives and Village Industries, No. ADM/58-(v)HL, dated the 24th August 1950.

Resolution:- Government is pleased to sanction a loan of Rs. 50,000/- to the Bijapur District Industrial Co-operative Association Limited, Bagalkot for introducing improved implements among handloom weavers in the district on terms and conditions specified below:-

i) The loan should be disbursed in instalments of Rs. 10,000/- each as and when required.
ii) The loan shall bear interest at the rate of 4 per cent per annum.
iii) The loan should be repaid in 20 half yearly instalments. The first instalment will fall due one year from the date on which the whole amount of Rs. 50,000/- is disbursed to the Association or two years from the date on which the first instalment of Rs. 10,000/- is disbursed, whichever is earlier.

iv) The loan will be secured on the general assets of the District Industrial Co-operative Association in advance to the tools and appliances purchased out of the loan of Rs. 50,000/-.
v) The loan should not be utilised for any purpose except for the purpose of supplying tools and appliances to weavers in the district.
vi) No advances should be made in cash to the weavers. They should be paid in the form of tools and appliances only.

2. The Joint Registrar for Industrial Co-operatives and Village Industries is requested to draw up the draft agreement embodying above conditions and should arrange to get it executed by the Association in consultation with the Solicitor to Government.

3. ---------

3. The Charge on account of the loan of Rs.50,000/- should be debited to "Loans and Advances by Provincial Government-Class V-Miscellaneous Loans and Advances" and met from the provision made in the current year's budget thereunder in respect of Cottage Industries.

By order of the Governor of Bombay,

W.P. Saldanha

Assistant Secretary to Government.

To

The Registrar of Co-operative Societies,

The Joint Registrar for Industrial Co-operatives and Village Industries,

The Accountant General, Bombay, (through the Finance Department),

The Finance Department,

The Bijapur District Industrial Co-operative Association Limited, Bagalkot,

The Provincial Industrial Co-operaitve Association Limited (for information).

RJD/ [illegible].

Loan.
Grant of - to the Bijapur District Industrial Co-operative Association Limited, for introducing improved implements among handloom weavers.

Government of Bombay.
Development Department.
Resolution No. C I S 2651.
Bombay No. 1, 22nd August 1951.

Read Government Resolution, Development Department, No. C I S 2650, dated the 13th February 1951.

Letter from the Joint Registrar for Industrial Co-operatives and Village Industries, No. ADM/58(V)HL, dated the 4th August 1951.

Resolution:- Government is pleased to direct that the following condition should be inserted in place of condition (iv) in paragraph 1 of Government Resolution, Development Department, No. C I S 2650, dated the 13th February 1951:-

(iv) the loan shall be secured on the general assets of the District Industrial Co-operative Association. Government shall also have a charge on the tools and appliances supplied to the weavers by the Association.

By order of the Governor of Bombay,

W.P. Saldanha.

Assistant Secretary to Government.

P.T.O.

To

The Registrar of Co-operative Societies,
The Joint Registrar for Industrial Co-operatives and Village Industries,
The Accountant General, Bombay, (through the Finance Department),
The Solicitor to Government with a copy of Government Resolution, Development Department, No. C I S 2650, dated the 13th February 1951,
The Finance Department,
The Bijapur District Industrial Co-operative Association Limited, Bagalkot,
The Provincial Industrial Co-operative Association (for information).

HJB/22.

THIS MORTGAGE made at the day of One thousand nine hundred and fifty-one between the Bijapur District Industrial Co-operative Association Ltd., a society registered under the Bombay Co-operative Societies Act, 1925, and having its registered office at Bijapur, (hereinafter referred to as "The Mortgagor" which expression shall unless the context does not so admit include its successor or successors-in-business) of the one part, and the GOVERNOR OF BOMBAY (hereinafter referred to as "The Mortgagee" which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS the Mortgagor applied to the Mortgagee for a loan of Rupees Fifty thousand for introducing improved implements among handloom weavers in the Bijapur District AND WHEREAS under the Bombay State aid to small Industries Rules, 1935, the Mortgagee has agreed to advance to the Mortgagor the said sum of Rs 50,000/- by instalments upon the mortgagor having agreed to secure repayment thereof in the manner hereinafter prescribed.

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the sum of Rs. 10,000/-(Rupees ten thousand) paid by the Mortgagee to the Mortgagor on or before the execution of these presents as first advance on account of the said loan (the receipt whereof the Mortgagor doth hereby admit and acknowledge and of and from the same doth hereby release and discharge the Mortgagee) and in consideration of any further sum not exceeding rupees forty thousand (Rs 40,000/-) to be hereafter advanced to

the fulfilment ....

to the fulfilment of the conditions on the part of the Mortgagor hereinafter contained (hereinafter called "the subsequent instalments of the loan") the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will repay to the Mortgagee the said principal sum of Rupees Ten Thousand and also the subsequent instalments of the loan (if advanced) within a period of · years from this date by twenty equal half-yearly instalments of r pees each the first of such instalments to be paid on the day of one thousand nine hundred and and the subsequent instalments to be paid on the day of and of each subsequent year and that the Mortgagor shall in the meantime and so long as any part of the principal sum of Rupees ten thousand and of the subsequent instalments of the loan (if advanced) shall remain owing pay interest to the Mortgagee at the rate of 4 per cent. per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by half yearly payments the first of such half yearly payments shall be made on the day of 19 and subsequent half-yearly payments shall be made on the.....day of.....and .....of each subsequent year until the whole sum of Rupees ten thousand and the subsequent instalments of the loan (if advanced) is paid off PROVIDED ALWAYS that if any such interest shall remain unpaid for one month after the date of which the same ought to be paid then and in every such case the interest so in arrears shall at the expiry of such month be capitalised and be added to the principal sum hereby secured and for the time being owing hereunder and shall thenceforth bear interest payable at the rate and on the days aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply

to interest ....

to interest on such arrears PROVIDED FURTHER that the last preceding proviso shall not permit the Mortgagor to allow any interest to fall into arrears.

2. In pursuance of the said agreement and in consideration of the premises the mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall expend or apply the whole of the said sum of Rupees ten thousand and the subsequent instalments of the loan (if advanced as aforesaid) for the purpose for which the said loan has been sanctioned viz., for introducing improved implements among handloom weavers in the Bijapur district, PROVIDED always and it is hereby agreed and declared that the mortgagee shall not be under any obligation to advance to the mortgagor any of the subsequent instalments of the said loan unless the Mortgagor shall prove to the satisfaction of the ~~Director of~~ Industries that the said amount of Rs 10,000/- or any other amounts received by the Mortgagor from the Mortgagee under these presents have been properly utilised by the Mortgagor for the purpose for which the said loan has been sanctioned Provided further that if the mortgagee shall not advance the subsequent instalment of the said loan or any of them then the amount of each of the half yearly instalments of repayment of the principal shall be proportionately reduced to such amount as may be determined by the mortgagee.

3. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby assign transfer and assure unto the Mortgagee all its undertakings and all its property and assets, presents and future, the present assets are more particularly set out in the Schedule hereunder written including the implements to be purchased with the said loan and which undertaking

property, ...

property, assets and the said implements are hereinafter for the sake of brevity called "the Mortgaged properties" and all the estate, right, interest claim and demand of the Mortgagor into and upon the Mortgaged properties TO HAVE AND TO HOLD the same unto the Mortgagee absolutely subject to the proviso for redemption hereinafter contained and subject to the ~~reserve~~ right of Mortgagor to deal with the same in the ordinary course of business but not otherwise, to the intent that these presents shall be a specific charge on the said present assets of the Mortgagor and shall be a floating charge on the undertaking, book-debts and other future property and assets of the Mortgagor so that the Mortgagor shall not be at liberty to create any debenture mortgage or charge in priority to these Presents without the consent of the Mortgagee.

PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rupees ten thousand the subsequent instalments of the loan (if advanced) together with the interest thereon and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagor reassign and retransfer the mortgaged properties unto the Mortgagor or as it may direct and in the meantime and until default be made by the Mortgagor in payment of the said principal sum of Rupees ten thousand and the subsequent instalments of loan (if advanced) of any instalment thereof or interest thereon or any part thereof the Mortgagor shall remain in the possession or receipt of the income and profits of the mortgaged properties.

6. The said principal sum of Rupees ten

ten thousand and the subsequent instalments of the loan (if advanced) or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events:-

(a) If the Mortgagor shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid.

(b) If the Mortgagor shall make default in payment of any instalment of interest on the respective due dates as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagor shall commit breach of any one of the covenants or provisions herein contained and on its part to be observed and performed.

(e) If the Mortgagor shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagor shall enter into liquidation whether voluntary or compulsory.

6. As soon as the principal moneys (including the subsequent instalments of the loan if advanced) or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagor or any other person whatsoever claiming under the Mortgagor.

7. If default shall be made in payment of

the Mortgage money or any part theref on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in clause 3 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to re-sell the same without being responsible for loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

8. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal (including the subsequent final instalments of loan if advanced) or interest or any other sum due or payable by the Mortgagor under these Presents shall be in arrears the same may be recoverable from the Mortgagor in the same manner as an arrear of Land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: PROVIDED ALWAYS that this clause shall not effect other rights powers and remedies of the Mortgagee.

9. The Mortgagor doth hereby covenant with the Mortgagee as follows:-

(a) That the Mortgagor has now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claims, liens and incumbrances and that the Mortgagor and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof will the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for the further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required;

(b) that the moneys secured by these Presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the Mortgagor;

(c) that the Mortgagor will so long as any of the principal moneys (including the subsequent instalments of the loan, if advanced) or any interest secured by these Presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of the Mortgagor in a proper and efficient manner and for that purpose;

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;

(ii) will duly and punctually pay perform and observe ....

and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the mortgagor in respect of the said mortgaged properties or otherwise howsoever;

(d) that the Mortgagor will permit the Mortgagee or any person or persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these Presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or the mortgaged properties or any part thereof as he or they shall require;

(e) that the Mortgagor shall utilise the amount of the said loan (including the subsequent instalments of loan if advanced) for introducing improved implements among handloom weavers in the Bijapur District;

(f) that the Mortgagor shall not grant cash advances to the weavers but shall utilise the loan amount for granting only tools and appliances to them.

~~5. The Mortgagor doth hereby further agree and declare as follows:-~~

IN WITNESS WHEREOF, the Chairman of the Mortgagor Society hath for and on behalf of the Society set his hand and the seal of the Society hereto the day and year first above written.

Signed Sealed and delivered by)
)
the Chairman of the Bijapur District)
Industrial Co-operative Association)
Limited, the above-named Mortgagor)
pursuant to a resolution dated the)
day of 1951 of its)
Managing Committee in the presence of)

1.

2.

ceived nor of)
Bombay the sum of Rupees two lakhs)
being the amount of the Government)
Loan expressed above to have been paid)
by the Governor of Bombay to the) Rs. 2,00,000.
Mortgagor abovenamed.)

1.

2.

I/We say received.

Directors

K K

THIS INDENTURE made this day of one thousand nine hundred and fifty-one between the KARNATAK CO-OPERATIVE HOUSING SOCIETY, LIMITED, a Society registered under the Bombay Co-operative Societies Act, 1925, and having its registered office at D/8 Saraswat Co-operative Buildings, Gamdevi, Bombay 7 (hereinafter called "the Society" which expression shall include where the context so admits its successors and assigns) of the one Part and THE GOVERNOR OF BOMBAY (hereinafter called "the Government" which expression shall include where the context so admits his successors and assigns) of the other part;

WHEREAS, under a Deed of Mortgage dated the 27th day of June 1949 and expressed to be made between the Society of the one part and the Government of the other part and registered with the Sub Registrar of Bombay on the 13th day of December 1949 under No.4741 of Bk. No.1, in consideration of a loan of Rs. 4,38,577 (Rupees four lakhs thirty five thousand five hundred and seventy seven) agreed to be paid to the Society by the Government, the Society granted and transferred unto the Government all that piece or parcel of land, hereditaments and premises described in the Schedule hereunder written;

[redacted] the Government has granted and the [redacted] only a loan of Rupees four lakhs [redacted] fifty-seven [redacted] Rupees four lakhs thirty [redacted] and seventy-seven (Rs.4,3[redacted]) said Indenture of Mortgage, [redacted] necessary to amend the said Indenture of [redacted];

Now this Agreement witnesseth as follows:-

1) In the second recital substitute the figures and words "4,31247 (Rupees four lakhs, thirty one thousand two hundred and fifty-seven)" for the figure and words "4,35,577 (Rupees four lakhs thirty-five thousand five hundred and seventy-seven)".

2) In clause 1, substitute the figure and words "191170 (Rupees one lakh ninetyone thousand one hundred and seventy only)" for the figure and words "1,95,500 (Rupees one lakh ninety-five thousand five hundred only)".

3) In sub-clause (a) of clause 1, substitute the figure and words "191170 (Rupees one lakh ninetyone thousand one hundred and seventy only)" for the figure and words "1,95,500 (Rupees one lakh ninety-five thousant five hundred only)."

4. Save as hereby vefifded, the Princpal Indenture shall remain the same.

IN WITNESS WHEREOF the common seal of the Society has been affixed and the Secretary to the Society and two members of the Committee of the Society have hereunto set their hands and the Assistant Registrar of Co-operative Societies, has for and on behalf of the Government of Bombay set his hand and seal unto the day and year first above written.

The Common seal of the Karnatak Co-operative Society Limited was affixed hereto pusuant to a resolution duly passed at a metting of the Committee of the Society held on the day of 1961.

In the presence of :

Chairman of the Society

1

2 Two member of the Committee of the Society

Signed sealed and declared by Assistant Registrar of Co-operative Societies, in the presence of

1

2

Legal Department.

A draft supplementary Indenture is appended.

RN 18/9.

Solicitor to Government.

U.R.to L.& H.D.,No.14893, dated the 19th September 1951.

MRP.
18/9.

ISSUED
19/9.

Submitted after time

Fee in Agenda/11

Asst Sec

A.G.N. Alisc/57.

M.V. 21/9/17